

**NON-EXCLUSIVE, LIMITED TERM,  
TRADEMARK LICENSE BETWEEN  
THE DEPARTMENT OF THE NAVY  
AND  
MATTHEWS INTERNATIONAL CORPORATION**

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THIS IS NOT AN OFFER CAPABLE OF ACCEPTANCE NOR IS IT AN INTENTION TO ENTER INTO AN AGREEMENT, AND HAS NO OPERATIVE EFFECT UNTIL SIGNED BY BOTH PARTIES. NO PARTY SHOULD ACT IN RELIANCE ON THIS AGREEMENT; ANY VERBAL REPRESENTATIONS OF OWNER; OR ANY PAYMENT OF CONSIDERATION; TO DEVELOP, SHIP, OR SELL PRODUCTS, UNTIL THIS AGREEMENT IS FULLY EXECUTED.

## **LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of the last date entered on the signature page hereto (the "EFFECTIVE DATE") between the Department of the Navy, an agency of the United States government, Office of Naval Research, 875 North Randolph Street, Arlington, VA 22203 (hereinafter referred to as "OWNER") and Matthews International Corporation with its principal place of business at

**REDACTED**

(hereinafter referred to as "LICENSEE"). In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

### **1 DEFINITIONS**

**1.1 CREATION** means all concepts, artwork, designs, images, names, likenesses, symbols, logos, copyrights, trade dress, trademarks or the like, and other things, incorporating, in whole or in part, the PROPERTY in any manner; CREATION excludes any of LICENSEE's tooling, marketing materials, and articles of merchandise and their packaging or component parts. This definition of CREATION specifically excludes any elements of the foregoing that may be considered LICENSEE INTELLECTUAL PROPERTY.

**1.2 CONTRACT YEAR** means each annual or other period set forth in association with MINIMUM ROYALTIES in EXHIBIT 6. If no such period is set forth in EXHIBIT 6, then CONTRACT YEAR shall mean each twelve (12) month period commencing on the EFFECTIVE DATE.

**1.3 DISTRIBUTION CHANNELS** mean only those channels of distribution specifically set forth in EXHIBIT 10.

**1.4 DISTRIBUTOR** means a purchaser that is all of the following: (A) is not an AFFILIATE of LICENSEE; (B) is authorized to purchase LICENSED ARTICLES from LICENSEE for resale to an entity other than the end user, and (C) is authorized to advertise, to market, and/or to promote the LICENSED ARTICLES.

**1.5 LICENSED ARTICLES** means each of the articles of merchandise or products, and their packaging or component parts, bearing the PROPERTY as set forth in EXHIBIT 1.

**1.6** LICENSED TERRITORY means the country or countries set forth in EXHIBIT 2.

**1.7** LICENSEE INTELLECTUAL PROPERTY shall mean any trademarks and service marks owned and/or controlled by LICENSEE and approved by OWNER for use by LICENSEE in connection with the LICENSED ARTICLES during the TERM.

**1.8** MANUFACTURER means a person or an entity appointed by LICENSEE, which are hereby approved by OWNER to manufacture LICENSED ARTICLES, and/or any other materials bearing the PROPERTY.

**1.9** NET RETAIL SALES means the gross retail price charged to end users for all LICENSED ARTICLES sold by LICENSEE directly to end users, less actual and customary returns. Actual and customary returns are limited to two percent (2%) of the total of the gross invoice price for all of the LICENSED ARTICLES sold during each ROYALTY PERIOD. No other deduction or recoupment of any kind shall be allowed in determining NET RETAIL SALES, including, without limitation and by way of example: cash discounts; early payment discounts; year-end rebates; costs incurred, including manufacturing, selling, distributing, advertising (including cooperative and promotional allowances, fixturing, merchandising guides, displays, or the like); uncollectable accounts, commissions, or any other amounts. Furthermore, such deductions or recoupment shall not be netted against the retail sales price to arrive at the gross retail price or any reduced gross retail price. A sale shall be deemed to have occurred when a LICENSED ARTICLE is shipped, billed out or paid for, whichever is first. For all sales by LICENSEE of LICENSED ARTICLES or to any entity or person associated with LICENSEE, including all inter-company transactions, ROYALTY PAYMENTS shall be computed on the basis of the regular price charged to other parties.

**1.10** NET SALES means the sum total of NET WHOLESALE SALES and NET RETAIL SALES.

**1.11** NET WHOLESALE SALES means the gross invoice price charged to RETAILERS less actual and customary returns. Actual and customary returns are limited to two percent (2%) of the total of the gross invoice price for all of the LICENSED ARTICLES sold during each ROYALTY PERIOD. No other deduction or recoupment shall be allowed of any kind, including, without limitation and by way of example: cash discounts; early payment discounts; year-end rebates; costs incurred, including manufacturing, selling, distributing, advertising (including cooperative and promotional allowances, fixturing, merchandising guides, displays, or the like); uncollectable accounts, commissions, or any other amounts. Furthermore, such deductions or recoupment shall not be netted against the sales price to arrive at the gross invoice price or any reduced gross invoice price. A sale shall be deemed to have occurred when a LICENSED ARTICLE is shipped, billed out or paid for, whichever is first. All sales by LICENSEE of LICENSED ARTICLES to any entity or person associated with LICENSEE, including all inter-company transactions, shall be carried on LICENSEE's books of account at the full regular wholesale price charged to unrelated third parties, and LICENSEE shall account for and

pay ROYALTY PAYMENTS on all such sales as if they occurred on an arms-length basis to an unrelated wholesale account.

**1.12 PREMIUMS** mean any LICENSED ARTICLE sold at cost or near cost, given away for free or otherwise used for the purpose of increasing the sale, promoting, or publicizing any other product, or any service, including but not limited to incentives for sales forces, trade and consumer promotions and incentives for fundraising.

**1.13 PROMOTION COMMITMENT** means the amount specified in EXHIBIT 10 which LICENSEE agrees to spend during each year of this Agreement on consumer advertising and promotion activities as detailed in Sections 14.2 and 14.3.

**1.14 PROPERTY** means the names, symbols, designs, logos, artwork, copyrights, trade dress and trademarks set forth in SCHEDULE A and other properties as approved by OWNER.

**1.15 RETAILER** means a purchaser that is all of the following: (A) is not an AFFILIATE of LICENSEE; (B) is authorized to purchase LICENSED ARTICLES from LICENSEE for resale to the end user, and (C) is authorized to advertise, to market, and/or to promote the LICENSED ARTICLES.

**1.16 ROYALTY PAYMENTS** means the total NET SALES of all LICENSED ARTICLES sold, multiplied by the applicable ROYALTY RATE. ROYALTY PAYMENTS are further detailed in Section 3.1.

**1.17 ROYALTY PERIOD** means each calendar quarter set forth in section 3.7.

**1.18 ROYALTY RATE** means the percentage of NET SALES to be paid by LICENSEE to OWNER, as set forth in EXHIBIT 4.

**1.19 SECONDS** mean merchantable LICENSED ARTICLES not suitable for sale at list price because they contain minor production or material flaws not affecting proper usage of the PROPERTY or the LICENSED ARTICLE.

## **2 GRANT OF LICENSE**

**2.1 NON-EXCLUSIVE LICENSE.** OWNER hereby grants to LICENSEE a non-exclusive license to use the PROPERTY (and any OWNER'S CREATIONS designs and artwork included in the definition of creation that OWNER provides to LICENSEE under this Agreement) in the LICENSED TERRITORY solely upon or in connection with LICENSED ARTICLES sold in the LICENSED TERRITORY through the DISTRIBUTION CHANNELS during the TERM pursuant to the terms and conditions of this Agreement.

**2.2 TERM.** The term of the license granted by this Agreement shall be for the period set forth in EXHIBIT 3 (the "TERM"), unless sooner terminated in accordance with the provisions hereof.

### **2.3 INTENTIONALLY DELETED**

**2.4 LIMITATIONS ON LICENSE.** The license granted herein shall be limited to the express terms set forth herein and shall not include any right of LICENSEE to do any of the following acts, each of which is expressly prohibited: (a) manufacture any items whatsoever, including the packaging thereof, bearing the PROPERTY, except for LICENSED ARTICLES; (b) grant sublicenses or assignments in or of the license granted herein or any portion hereof, except as approved in writing by OWNER and, in the case of MANUFACTURERS, where the sublicensed MANUFACTURER has executed a Manufacturers Agreement as required by Section 12.2 herein; (c) produce any LICENSED ARTICLES under any name other than LICENSEE'S name set forth on Page One of this Agreement; (d) use or knowingly permit the use of any of the PROPERTY in any manner or for any purpose not specifically authorized under this Agreement; (e) change, alter, add to, delete from, augment or modify the LICENSED ARTICLES in any way or mix the PROPERTY with any other unauthorized indicia; (f) knowingly sell the LICENSED ARTICLES to any person or entity for incorporation into another product or souvenir that has not been properly licensed by OWNER; or (g) incorporate or use the PROPERTY or similar words or images thereto as a trademark or as a generic name. No licenses granted hereunder for the manufacture, sale, or distribution of LICENSED ARTICLES are to be used as PREMIUMS, or otherwise sold for less than the usual selling price for the purpose of increasing sales. Except as otherwise explicitly set forth herein, LICENSEE shall not use any of the PROPERTY in connection with the following, unless LICENSEE first obtains the OWNER'S prior written consent (i) any sweepstakes, lottery, game of chance or any similar promotional sales device, scheme, or program, and/or (ii) any co-branding, commercial tie-ins, premiums, and/or promotion of any products, services or businesses other than the LICENSED ARTICLES. Except as otherwise specifically authorized herein, LICENSEE may not state or imply, either directly or indirectly, that it is supported, endorsed or sponsored by OWNER. Upon the direction of OWNER, LICENSEE shall issue express disclaimers to that effect.

**2.5 RESERVATION OF RIGHTS.** OWNER explicitly reserves and retains all rights not expressly granted to LICENSEE herein.

## **3 ROYALTIES, MINIMUM ROYALTIES, REPORTS AND PAYMENTS, BUSINESS PLAN, DISTRIBUTION AND MARKETING, AND SALE TO OWNER**

**3.1 ROYALTY PAYMENTS.** For each ROYALTY PERIOD, LICENSEE shall pay to OWNER an amount equal to the ROYALTY RATE on all NET SALES of LICENSED ARTICLES made during such ROYALTY PERIOD (the "ROYALTY PAYMENTS"). All ROYALTY PAYMENTS shall be sent and made payable to OWNER in accordance with Sections 3.7 and 3.8 below. Subject to Section 3.5 and notwithstanding any other contrary provision herein, if this Agreement is terminated by OWNER because of any

breach by LICENSEE not cured within any applicable cure period, without prejudice to OWNER'S other rights and remedies, the greater of (i) all running ROYALTY PAYMENTS and (ii) all of the MINIMUM ROYALTIES for the TERM, shall be deemed to be fully earned and shall be paid to OWNER within thirty (30) days following the effective date of any such termination.

**3.2 LICENSING FEE.** LICENSEE shall pay OWNER the amount due as set forth in EXHIBIT 5 a non-refundable LICENSING FEE. Such LICENSING FEE will be an shall be sent and made payable to OWNER, in accordance with Section 3.8 below and is separate from the advance payment and MINIMUM ROYALTIES.

**3.3 MINIMUM ROYALTIES.** Subject to Section 3.5 and notwithstanding any other contrary provision herein, LICENSEE agrees to pay OWNER the difference between (i) the minimum guaranteed ROYALTY PAYMENTS ("MINIMUM ROYALTIES") set forth in EXHIBIT 6; and (ii) running ROYALTY PAYMENTS actually paid in accordance with Sections 3.1 and 3.8. The actual royalty payments shall reflect the amount of all Guaranteed Minimum Royalty payments including any Advances made.

**3.4 MINIMUM NET SALES.** LICENSEE shall maintain minimum sales of LICENSED ARTICLES as set forth in EXHIBIT 7.

**3.5 NO CROSS-COLLATERALIZATION.** Any amount by which actual ROYALTY PAYMENTS paid or payable to OWNER hereunder exceed the MINIMUM ROYALTIES for any time period during the TERM hereof may not be credited or applied to MINIMUM ROYALTIES paid or payable for any other time period, geography, distribution channel, or other category, as applicable. Similarly, any amount by which MINIMUM ROYALTIES paid or payable to OWNER exceed the actual running ROYALTY PAYMENTS for any time period, geography, distribution channel, or other category during the TERM hereof may not be credited or applied to running ROYALTY PAYMENTS paid or payable for any other time period, geography, distribution channel, or other category, as applicable.

**3.6 FORMS OF ROYALTY REPORTS.** All ROYALTY REPORTS shall be in the form of SCHEDULE B, or a substantially similar alternative format approved by OWNER (the "ROYALTY REPORT"). LICENSEE agrees that OWNER shall have the right, in its sole discretion, upon thirty (30) days advance written notice to LICENSEE, to change the ROYALTY REPORT form. Such change of the ROYALTY REPORT form may include an electronic form to be provided to OWNER by LICENSEE.

### **3.7 ROYALTY REPORTS**

(a) As set forth below, LICENSEE shall furnish to OWNER a Quarterly ROYALTY REPORT for each ROYALTY PERIOD and shall pay to OWNER corresponding ROYALTY PAYMENTS in U.S. Dollars pursuant to this Section 3 at LICENSEE'S sole expense.



(b) All ROYALTY REPORTS shall be sent to the address listed in Section 15. ROYALTY REPORTS shall be furnished to OWNER whether or not any LICENSED ARTICLES have been sold and whether or not ROYALTY PAYMENTS are due and payable for the applicable ROYALTY PERIOD. Royalty Reports are due in accordance with the chart below.

**Due dates for quarterly reporting**

| <b>Quarter</b> | <b>Royalty period</b>         | <b>Report due by</b> |
|----------------|-------------------------------|----------------------|
| 1              | January 1 through March 31    | April 30.            |
| 2              | April 1 through June 30       | July 30.             |
| 3              | July 1 through September 30   | October 30.          |
| 4              | October 1 through December 31 | January 30.          |

(c) ROYALTY REPORTS, to include reports of zero (0) sales, shall be submitted electronically within thirty (30) calendar days after the end of each calendar quarter. ROYALTY REPORTS submitted after the 30th calendar day may incur a \$25 late penalty, as well as a daily \$5 late fee, until such time as the report is submitted. The late penalty may be assessed on Day 31. The late fee will start accruing on the first business day after the 30th.

**3.8 METHOD OF PAYMENT AND CORRECTION OF ROYALTY**

**REPORTS:** OWNER will invoice LICENSEE upon receipt of ROYALTY REPORT through the Centralized Receivables Service (CRS) on behalf of the U.S. Department of the Treasury. Available payment methods are enumerated on the invoice received from CRS and include; online payment via checking/savings account, credit card, and by phone.

If any inconsistencies or mistakes are discovered in a ROYALTY REPORT or ROYALTY PAYMENT, they shall immediately be rectified and the appropriate payment shall be made by LICENSEE, if an underpayment was made by LICENSEE, or set off against LICENSEE'S next ROYALTY PAYMENT and/or other payment to OWNER, if an overpayment was made by LICENSEE.

All ADVANCE PAYMENTS shall be made upon notice by OWNER and shall be processed through OWNER approved method of payment. All bank fees related to any payments required to be made by LICENSEE under this Agreement shall be the sole expense of LICENSEE, so that OWNER shall receive the full amount of all payments without reduction.

**3.9 INTEREST DUE ON ALL PAST DUE AMOUNTS.** Any past due amount by LICENSEE whether due pursuant to this Section or any other Section in this Agreement will be assessed at the annual rate of 1% on any amount outstanding from the invoice date. Administrative costs include processing and handling of unpaid balances. A penalty will

be assessed at the annual rate of 6% on any amount outstanding after 90 days from the invoice date.

If payment is not received in the full amount within 60 days from the date of the invoice, the debt will be referred to the U.S. Department of the Treasury's Debt Management Services (DMS) for collection, at which time additional administrative fees of up to 30% will be added to the debt.

**3.10 MONETARY CONVERSION AND MISCELLANEOUS PROVISIONS.** All payments due hereunder shall be made in United States currency drawn on a United States bank, unless otherwise specified between the parties.

**3.11 INTENTIONALLY DELETED**

**3.12 DISTRIBUTION AND MARKETING OF LICENSED ARTICLES.** LICENSEE recognizes that the PROPERTY has a reputation for high quality products and that the distribution, sale and marketing of LICENSED ARTICLES might affect the reputation of the PROPERTY; and that such distribution, sale and marketing of the LICENSED ARTICLES is subject to the approval and control of OWNER who might, at its sole discretion and subject to applicable laws and regulations, restrict or limit the distribution and sale of the LICENSED ARTICLES to certain channels or means of distribution, sale or marketing. This license is granted only for sale in the DISTRIBUTION CHANNELS. LICENSEE shall not sell LICENSED ARTICLES outside the LICENSED TERRITORY, or sell to others with knowledge that they intend to ship, distribute or sell LICENSED ARTICLES outside the LICENSED TERRITORY or for sale outside the DISTRIBUTION CHANNELS, without the prior written approval of OWNER.

**3.13 INTENTIONALLY DELETED**

**3.14 LICENSEE EXPENSES.** Except as otherwise expressly provided herein, all acts, duties, obligations and responsibilities of LICENSEE under this Agreement shall be at LICENSEE'S sole cost and expense. No costs of any kind, paid or incurred, directly or indirectly, by LICENSEE or any person or entity associated with LICENSEE, any amounts reimbursed by LICENSEE to OWNER, or any other activities of LICENSEE hereunder, shall be recouped, deducted or otherwise charged to OWNER or against any amounts owed to OWNER under this Agreement.

#### **4 RECORDS, AUDIT AND AUDITOR'S CERTIFICATION**

**4.1 RECORDS.** During the TERM of this Agreement and for at least three (3) years thereafter, LICENSEE shall keep in its possession or under its control accurate records covering all LICENSEE'S transactions relating to this Agreement. Records related to this Agreement shall include, but not be limited to, LICENSEE'S invoices, correspondence, financial information, inventory records, manufacturing, quality control and approvals. LICENSEE shall consistently use a separate symbol or number to identify all LICENSED ARTICLES.

**4.2 AUDIT.** OWNER shall have the right to conduct an audit and to make copies of all records listed in Section 4.1 above related to this Agreement, and to make a physical inventory count of LICENSED ARTICLES in production and/or storage, upon seven (7) days prior written notice to LICENSEE and no more than once per calendar year. If the audit reveals an underpayment of ROYALTY PAYMENTS, LICENSEE will immediately pay OWNER any past due ROYALTY PAYMENTS. If the audit reveals a royalty underpayment of three percent (3%) or more, or if LICENSED ARTICLES were sold without final approval for the audit period, LICENSEE will reimburse OWNER for all of its out-of-pocket costs and expenses of the audit for (a) the audited period (in addition to past due ROYALTY PAYMENTS plus applicable interest); and (b) a follow-up audit to be conducted at a time of OWNER'S choosing within twenty four (24) months of the conclusion of the original audit. OWNER shall invoice LICENSEE for such audit expenses and LICENSEE shall pay such invoice within thirty (30) days of LICENSEE'S receipt of such invoice.

Audits will be performed by OWNER'S own employees, the Defense Finance and Accounting Service and/or OWNER'S designated independent auditor from a nationally recognized accounting firm, all of whom shall hold LICENSEE'S audit information in confidence, pursuant to Section 11, below, and will be conducted in a manner so as to not interfere with LICENSEE'S operations. Audit information shall only be used for purposes of this Agreement, unless used to judicially enforce obligations of LICENSEE.

The exercise by OWNER, in whole or in part, or at any time or times, of the right to inspect or audit records and accounts or of any other right herein granted, or the acceptance by OWNER of any ROYALTY REPORT, or the receipt or deposit by OWNER of any ROYALTY PAYMENT from LICENSEE, shall be without prejudice to any other rights or remedies of OWNER and shall not stop or prevent OWNER from thereafter disputing the accuracy of any such ROYALTY REPORT.

## **5 APPROVALS**

**5.1 APPROVAL PROCESS. PRIOR TO THE FULL EXECUTION OF THIS LICENSE AGREEMENT, ANY PRODUCT DEVELOPMENT DONE BY LICENSEE IS AT THE SOLE RISK OF LICENSEE.** Prior to first sale or distribution under this Agreement, LICENSEE, at its expense, shall submit to OWNER, at the address specified in Exhibit 13, all items including, but not limited to, products, packaging, labeling, point of sale materials, trade show displays, sales materials and advertising (subject to Section 14.3) bearing the PROPERTY and if such items are in a foreign language, certification that the translations of such items are accurate, for OWNER'S advance written approval, in OWNER'S sole and absolute discretion, at all stages listed below.

|                  |                                     |
|------------------|-------------------------------------|
| <b>Concept</b>   | Rough sketches or layout concepts;  |
| <b>Prototype</b> | Prototypes or finished artwork; and |
| <b>Final</b>     | Pre-production sample.              |

The following rules shall apply to all stages of the approval process:

- 1 LICENSEE shall not make any use of, sell or distribute such items as listed in this Section 5.1, prior to OWNER granting final written approval. Approval of one item by OWNER does not constitute approval of other items, even if the different items are the same type of LICENSED ARTICLE.
- 2 OWNER shall have thirty (30) business days from OWNER'S actual receipt to review and respond in writing to each of LICENSEE'S submissions. If OWNER does not respond to such submission within such thirty (30) business day period, such submission shall be deemed disapproved.
- 3 OWNER, in its sole discretion, reserves the right to reject an item approved at a prior stage if in its physical form it does not meet OWNER'S marketing standards or departs from the approved sample.
- 4 In the event of any modification or change in quality of the items, whether during the approval process or after final approval has been granted a physical sample of such modified items shall be resubmitted to OWNER for approval.
- 5 LICENSEE shall disclose all sources for any artwork not supplied by OWNER.
- 6 All submissions from LICENSEE to OWNER become property of OWNER, unless LICENSEE provides OWNER with written notification requesting the return of the item(s) at LICENSEE's expense at the time of the LICENSEE's submission of the item(s) to the OWNER.
- 7 LICENSEE shall not have any rights against OWNER for damages or other remedies by reason of OWNER'S failure or refusal to grant any approval referred to in this Section 5.
- 8 At least once during each calendar year, LICENSEE shall supply OWNER with at least two (2) production samples of each category of LICENSED ARTICLES, free of charge at LICENSEE's expense.

**5.2 RIGHT TO SUSPEND APPROVAL PROCESS.** In addition to its other remedies, OWNER reserves the right to suspend the approval process after OWNER has given LICENSEE written notice of breach of this Agreement and LICENSEE fails to cure such breach within the notice period, until LICENSEE has cured the breach.

**5.3 NO WAIVERS.** Approvals granted by OWNER under this Section 5 shall extend only to LICENSEE'S use of the PROPERTY, OWNER'S CREATIONS or OWNER'S ARTWORK and designs. The provisions for indemnity under this Agreement and

LICENSEE'S other obligations shall not be waived by approval of LICENSED ARTICLES by OWNER.

**5.4 OWNER'S ARTWORK.** OWNER, in its sole discretion, and to the extent available, will provide LICENSEE, at LICENSEE'S expense, available OWNER'S artwork and designs and other OWNER'S CREATIONS, which LICENSEE can only use on LICENSED ARTICLES and/or related marketing, promotional and advertising materials in accordance with this Section 5.

## **6 QUALITY CONTROL**

**6.1 LICENSEE COMPLIANCE WITH APPLICABLE LAW.** All LICENSED ARTICLES shall be manufactured, sold, labeled, packaged, distributed and advertised in accordance with (i) all applicable laws, regulations and import and export controls in each applicable country including, without limitation, all child-safety and regulations in each legal jurisdiction within the LICENSED TERRITORY in which LICENSEE sells the LICENSED ARTICLES; and (ii) SCHEDULE D attached hereto. For clarification, the standards set forth in SCHEDULE D also apply to LICENSEE.

**6.2 SECONDS AND DISPOSAL.** If, during the manufacture of the LICENSED ARTICLES, any SECONDS are produced, LICENSEE shall destroy such SECONDS.

**6.3 HIGH QUALITY OF LICENSED ARTICLES.** The PROPERTY and all LICENSED ARTICLES shall be substantially free of defects in design, materials and workmanship. LICENSEE may not use the PROPERTY in any manner which would disparage or tarnish or dilute the distinctive quality of the PROPERTY or the reputation and goodwill embodied in the PROPERTY or which would reflect adversely on the PROPERTY or OWNER, or any of OWNER'S products or services. Whether this standard is met shall be in OWNER'S sole, reasonable and exclusive discretion.

**6.4 RIGHT TO INSPECT.** LICENSEE agrees to promptly furnish OWNER with the addresses of LICENSEE's production facilities for the LICENSED ARTICLES and the names and addresses of each MANUFACTURER, if any, which is producing LICENSED ARTICLES for LICENSEE. OWNER, or its duly authorized representative, shall have the right, during regular business hours and after 14 days' notice, at its own expense, to make inspections of any production facilities where any of the LICENSED ARTICLES, or any components "including but not limited to blanks" thereof are being manufactured to determine whether LICENSEE is adhering to the requirements of this Agreement relating to the nature and quality of the LICENSED ARTICLES, the use of the PROPERTY in connection therewith, and the requirements of SCHEDULE D. Such inspections will be performed by OWNER'S own employees and/or OWNER'S designated independent auditor, all of whom shall hold LICENSEE'S audit information in confidence, pursuant to Section 11, below, and will be conducted in a manner so as to not interfere with LICENSEE'S operations.

## **7 LICENSED ARTICLE MARKINGS**

**7.1 LABELING REQUIREMENTS.** LICENSEE shall use and display the PROPERTY only in such form and manner as are specifically approved by OWNER. LICENSEE shall cause to appear on the tags, packaging, advertising and promotional materials for all LICENSED ARTICLES produced hereunder such legends, markings and notices: (a) required to give appropriate notice of any trademark, copyright, or other rights in or to the PROPERTY in accordance with the governing trademark and other applicable laws of the LICENSED TERRITORY and any subdivisions thereof; and (b) as requested by OWNER. OWNER hereby requests the use of hangtags purchased from a source indicated by OWNER at LICENSEE's expense.

Before using or releasing any such material, LICENSEE shall submit to OWNER, for its approval, finished art work for tags, labels, packaging, and advertising and promotional materials which shall not be used or released prior to LICENSEE'S receipt of OWNER'S prior written approval. Any article or other materials submitted and not approved by OWNER within thirty (30) business days after receipt by OWNER shall be deemed to have been approved.

## **8 INTELLECTUAL PROPERTY PROTECTION**

**8.1 OWNERSHIP OF INTELLECTUAL PROPERTY.** Ownership of all CREATIONS shall be in the name of OWNER and owned solely by OWNER to the extent permitted by law. All CREATIONS created by LICENSEE or any of its employees or agents that qualify as a "work-made-for-hire" under applicable copyright laws in the LICENSED TERRITORY are agreed to be "work-made-for-hire" owned by OWNER. In such event, LICENSEE warrants and represents to OWNER that any employees referred to in the preceding sentence are true employees of LICENSEE. If any CREATION is made by a third party for or on behalf of LICENSEE or any of its employees, LICENSEE shall obtain an assignment to OWNER from such third party using SCHEDULE C (Artwork Assignment Agreement), and LICENSEE shall provide true and correct copies of such documentation to OWNER. In the event any CREATION is not deemed a "work-made-for-hire" or if title to any CREATION does not, by operation of law, vest in OWNER, LICENSEE hereby irrevocably and in perpetuity transfers and assigns to OWNER all worldwide right, title and interest in and to any CREATION (including all copyright rights and intellectual property rights thereto). LICENSEE acknowledges that its use of the PROPERTY inures solely to the benefit of OWNER. In the event that any rights in and to the PROPERTY are deemed to accrue to LICENSEE, LICENSEE does hereby irrevocably and in perpetuity assign all worldwide right, title and interest in and to the same to OWNER and shall, upon request, confirm such assignment in writing.

LICENSEE further agrees that it shall not, directly or indirectly through others, file any application to register any copyright, trademark or service mark with respect to the PROPERTY, except as permitted by OWNER in its sole discretion. LICENSEE agrees that it will, at any time both during the TERM and thereafter, execute such documents, as OWNER may deem necessary or desirable for effecting the provisions of this Section 8.1.

**8.2 PROTECTION.** LICENSEE acknowledges the ownership, validity, unique and widespread celebrity, great value and goodwill of the PROPERTY and acknowledges that all rights therein (including trademark) and good will attached thereto belong exclusively to OWNER, that the PROPERTY has meaning in the minds of the public and that all use of the PROPERTY will inure to the benefit of OWNER. LICENSEE shall not, during the TERM of this Agreement or thereafter, attack or put in issue the title or any rights of OWNER in and to the PROPERTY, and OWNER's artwork and designs.

OWNER acknowledges the ownership, validity, unique and widespread celebrity, great value and goodwill of the LICENSEE'S INTELLECTUAL PROPERTY and acknowledges that all rights therein (including trademark) and good will attached thereto belong exclusively to LICENSEE and that all use of the LICENSEE INTELLECTUAL PROPERTY will inure to the benefit of LICENSEE. OWNER shall not, during the TERM of this Agreement or thereafter, attack or put in issue the title or any rights of LICENSEE in and to the LICENSEE INTELLECTUAL PROPERTY, and LICENSEE'S artwork and designs except to the extent they feature or incorporate the LICENSED PROPERTY or any derivation thereof.

Each party covenants that, notwithstanding any other provision of this Agreement, it will never take any action that it knows or has reason to know would threaten to injure the image or reputation of the other party, the PROPERTY, the LICENSEE INTELLECTUAL PROPERTY (as applicable) or any of the other party's copyrights, trade dress, trademarks or products.

**8.3 REGISTRATIONS.** LICENSEE shall assist OWNER at OWNER'S expense, to the extent necessary in OWNER'S opinion, in procuring, protecting and defending any of OWNER'S rights in the PROPERTY, in the filing and prosecution of any trademark application, assignment of copyright or other applications for the PROPERTY, the recording or canceling the recording of this Agreement, and the publication of any notices or the doing of any other act or acts with respect to the PROPERTY, including the prevention of the use thereof by an unauthorized person, firm or corporation, that in the judgment of OWNER may be necessary or desirable. For these purposes, LICENSEE shall supply to OWNER, free of cost to OWNER, such samples, containers, labels and similar materials as may reasonably be required in connection with any such actions. At its sole discretion and expense, OWNER shall use commercially reasonable efforts to file all trademark applications, register the PROPERTY within the LICENSED TERRITORY with respect to the LICENSED ARTICLES, and, in OWNER'S opinion, in those countries outside the LICENSED TERRITORY where LICENSED ARTICLES may be sourced to the extent such applications have not already been filed.

**8.4 USE OF PROPERTY.** LICENSEE shall not use the PROPERTY in any business sign, business cards, stationery or forms, nor as part of its company name, corporate name, trade name or Internet domain name, Facebook name, or similar type of name without express written consent from OWNER. In addition, LICENSEE shall not represent that it

in any way has any right, title, or interest in or to any of the PROPERTY or in any registration of the PROPERTY other than as a licensee.

**8.5 NOTICE OF INFRINGEMENT.** LICENSEE shall notify OWNER promptly in writing of any alleged infringements or imitations by others of the PROPERTY that come to LICENSEE'S attention. OWNER shall have the sole right to determine what, if any, actions shall be taken on account of any such infringements or imitations. If OWNER so desires it may prosecute any claims or suits in its own name or require LICENSEE to join as a party thereto, all at OWNER'S expense.

LICENSEE shall not institute any suit or take any action on account of any such infringements or imitations. LICENSEE shall not have any rights against OWNER for damages or other remedy by reason of OWNER'S decision not to prosecute any alleged infringements or imitations by others of the PROPERTY or OWNER'S artwork and designs. LICENSEE assumes the risk that, given the non-exclusive nature of this Agreement, there may be other articles of manufacture that employ the PROPERTY.

**8.6 DAMAGES FOR UNAUTHORIZED USE.** LICENSEE recognizes that OWNER would suffer irreparable injury by such unauthorized use and agrees that injunctive and other equitable relief are appropriate in the event of a breach of this Agreement by LICENSEE. Such remedy shall not be exclusive of any other remedies available to OWNER, nor shall it be deemed an election of remedies by OWNER.

## **9 WARRANTIES AND INDEMNIFICATION**

**9.1 LICENSEE'S WARRANTIES.** LICENSEE hereby warrants and represents to OWNER that:

1. All LICENSED ARTICLES, packaging, labeling, advertising and sales materials are substantially free from defects, materially conform to samples that received final approval, and to LICENSEE'S knowledge, comply with all legally applicable treaties, laws, regulations, standards and guidelines including, but not limited to, product safety and labeling, and that LICENSEE has obtained the necessary approvals and certification(s) throughout the LICENSED TERRITORY.
2. All of LICENSEE'S CREATIONS and other content provided by LICENSEE are original; not a violation, infringement, unauthorized use or misappropriation of any intellectual property of any third party; not libelous or contrary to law; and to the best of LICENSEE'S knowledge not the subject of any litigation or claim.
3. Pursuant to Section 8, it has obtained a written assignment to OWNER of all artwork made by a third party.



4. To LICENSEE'S knowledge, LICENSEE and each MANUFACTURER, is in full compliance with the provisions of SCHEDULE D.

**9.2 OWNER'S REPRESENTATIONS.** OWNER hereby represents to LICENSEE that to the best of OWNER'S knowledge:

1. It has the right and authority to enter into this Agreement;
2. The grant of the license hereunder does not constitute a breach of any other agreement to which OWNER is a party;
3. It owns the PROPERTY, and OWNER has the right to grant the license set forth in section 2;
4. That all PROPERTY, OWNER'S CREATIONS and other content provided by the OWNER are not a violation, infringement, unauthorized use, or a misappropriation of any intellectual property of any third party; not libelous or contrary to law; and not the subject of any litigation or claim.

**9.3 INDEMNIFICATION BY LICENSEE.** LICENSEE will defend, indemnify and hold harmless OWNER, the United States Government and their officers, employees and agents (collectively, " INDEMNIFIED PARTIES") from any act or omission of LICENSEE and/or LICENSEE'S officers, directors, employees, and agents (collectively, "LICENSEE Indemnifying Parties" which liability arises out of any lawsuit, legal proceeding, action, claim or demand (collectively, "Claim") based upon:

1. Any alleged defect in the LICENSED ARTICLES or the use or condition thereof;
2. Any alleged violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties arising under or in conjunction with the manufacture, sale and/or use of any LICENSED ARTICLES;
3. Any breach or violation of any warranty, representation, term or condition of this Agreement by LICENSEE, any MANUFACTURER or any DISTRIBUTOR; or
4. Any breach or violation of any law or regulation by LICENSEE, any MANUFACTURER or any DISTRIBUTOR.

**9.4 INDEMNIFICATION PROCEDURE.** This indemnification shall include all damages, interest payments, reasonable attorney's fees, costs and expenses which may be levied against or incurred by the relevant INDEMNIFIED PARTIES, including without limitation costs of collection of all amounts owed to OWNER by LICENSEE and costs of

all actions by OWNER against LICENSEE to enforce LICENSEE'S compliance with this Agreement.

This obligation to indemnify and hold harmless the relevant INDEMNIFIED PARTIES shall not apply to any Claim which is solely due to the negligence or wrongful acts of the relevant INDEMNIFIED PARTIES.

LICENSEE acknowledges that the INDEMNIFIED PARTIES must be defended in all litigation by the U.S. Department of Justice ("DOJ"), unless DOJ authorizes a different arrangement. Accordingly, LICENSEE shall not undertake to conduct the defense and/or settlement of any Claim except upon approval of OWNER, excluding any Claims pertaining solely to the LICENSEE'S merchandise or products identified in EXHIBIT 1, to the extent independent of OWNER'S rights in the PROPERTY. The relevant INDEMNIFIED PARTY hereto shall not settle any Claim in respect of which indemnification may be sought hereunder, whether or not any relevant INDEMNIFIED PARTY is an actual or potential party to such Claim, without OWNER'S prior written consent; it being expected that such consent would not be withheld with respect to any proposed settlement (i) in which all plaintiffs or claimants affirmatively and unconditionally absolve and release each relevant INDEMNIFIED PARTY and the United States Government from any responsibility or liability with respect thereto and the subject matter thereof, (ii) which does not impose any actual or potential liability upon any relevant INDEMNIFIED PARTY and (iii) which does not contain or imply a factual admission by or with respect to any relevant INDEMNIFIED PARTY or any adverse statement or implication with respect to the character, professionalism, due care, loyalty, expertise, or reputation of any relevant INDEMNIFIED PARTY or any action or inaction by any relevant INDEMNIFIED PARTY.

In the event the relevant INDEMNIFIED PARTY approves of the indemnifying party's defense of any Claim hereunder, the relevant INDEMNIFIED PARTY shall cooperate fully with the indemnifying party's defense of such Claim at the indemnifying party's sole cost and expense. The relevant INDEMNIFIED PARTY shall give notice to the LICENSEE within fifteen (15) business days after learning of such claim, demand or cause of action, but failure to do so in such time period shall only relieve the indemnifying party of its obligations to indemnify to the extent such delay actually prejudices the indemnifying party.

**10 INSURANCE.** Upon execution of this Agreement, LICENSEE shall have and maintain at its sole cost and expense throughout the TERM of this Agreement, post-termination or expiration sell-off period, (as set forth in Section 13.1), and for three (3) years thereafter, standard liability insurance from a recognized insurance company acceptable to OWNER. This insurance coverage shall provide general commercial liability insurance for each occurrence, bodily injury, property damage, personal injury, product liability, contractual liability and advertising injury liability relating to claims in the amount set forth in EXHIBIT 9, and shall have no right of subrogation.

Such insurance coverage shall name OWNER as additional insured parties against any and all claims, demands, causes of action, or damages, including reasonable attorney's fees. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of LICENSEE to OWNER or third parties, and failure to request evidence of this insurance shall in no way be construed as a waiver of LICENSEE'S obligation to provide the insurance coverage specified.

If the insurance policy is canceled or amended in a manner which restricts the existing coverage, LICENSEE will provide written notice to OWNER within thirty (30) days of said cancellation or amendment.

Within thirty (30) days after this Agreement is fully executed, (and thereafter at least thirty (30) days prior to the expiration of insurance coverage), LICENSEE shall furnish to OWNER a Certificate of Insurance evidencing the foregoing coverage and specifically listing OWNER as additional insured parties.

**11 CONFIDENTIALITY.** During the TERM of this Agreement and for a period of three (3) years after this Agreement expires or is terminated for any reason, neither party, without prior written permission from the other party shall disclose, reveal, divulge, use or by whatever means make available, except as required to perform its obligations pursuant to this Agreement, the terms and conditions of this Agreement and information of the other party, which include but are not limited to: licensing fees, royalty rates, minimum guarantees, financial information, brand positioning, market strategies, new product information, designs, trade secrets, drawings and models that (a) are denominated or marked as "proprietary" at the time of disclosure; or (b) are confirmed in writing as "proprietary" after an oral disclosure obtained from the other party; or (c) are otherwise of a such a nature that a reasonable person receiving such information would consider it proprietary; or (d) confirmed as being "proprietary" after inquiry by either party. Each party hereto may disclose proprietary information from the other party to its affiliates subject to all the terms and conditions of this Section.

## **12 ASSIGNMENTS, SUBLICENSES, MANUFACTURERS AND DISTRIBUTORS**

**12.1 NO RIGHT TO ASSIGN OR TO SUBLICENSE.** This Agreement and all rights and duties herein are personal to LICENSEE and are not assignable, in whole or in part, by LICENSEE without OWNER'S prior written consent. LICENSEE'S rights and duties hereunder may not be mortgaged or otherwise encumbered. Except as provided herein, any grant or attempted grant by LICENSEE of any assignment of part or all of this Agreement, a sublicense, a subcontract or any other act of LICENSEE which in any way attempts to encumber or transfer, or, in fact, encumbers or transfers any of LICENSEE'S rights and obligations hereunder, or the sale or attempted sale of a controlling interest in the shares of LICENSEE constitutes a breach of this Agreement. Any change in the control of LICENSEE, either directly or indirectly, (except for a change that transfers control of LICENSEE to an existing AFFILIATE of LICENSEE) without notice to and the prior written consent of OWNER constitutes a breach of this Agreement. Any assignment,

sublicense, or other change approved by OWNER shall make this Agreement fully binding upon and enforceable against any successors, sublicensees, or assigns.

**12.2 MANUFACTURERS AND DISTRIBUTORS.** Notwithstanding Section 12.1, LICENSEE shall have the right to subcontract the manufacture of LICENSED ARTICLES to MANUFACTURERS and the distribution of LICENSED ARTICLES to DISTRIBUTORS so long as (a) LICENSEE has given prior written notice of such proposed subcontract arrangement to OWNER, including the name, address and such other information concerning the proposed MANUFACTURERS and/or DISTRIBUTORS as may be requested by OWNER; (b) OWNER has given LICENSEE its prior written approval of each proposed MANUFACTURER; (c) each such MANUFACTURER shall be otherwise subject to the inspection and quality control procedures set forth herein; (d) the LICENSED ARTICLES and/or any elements of any LICENSED ARTICLES made by such MANUFACTURER meet the quality standards set forth in this Agreement; and (e) each such MANUFACTURER executes the Manufacturer's Agreement attached hereto as SCHEDULE E (and a true and correct copy of each such Manufacturer's Agreement is provided to OWNER within two (2) business days after full-execution of such Manufacturer's Agreement). LICENSEE agrees to be responsible for LICENSEE'S obligations under this Agreement completed by its MANUFACTURERS and DISTRIBUTORS as if performed by LICENSEE itself.

**12.3 TERMINATION OF MANUFACTURERS AND DISTRIBUTORS.** OWNER shall have the right, upon written notice to LICENSEE, to: (a) terminate the right of LICENSEE to manufacture LICENSED ARTICLES through any MANUFACTURER, at OWNER'S sole discretion, at any time it determines that such MANUFACTURER has infringed, pirated, or otherwise improperly used any of the trademarks, patents, copyrights or other intellectual property rights of OWNER; and (b) terminate the right of LICENSEE to distribute LICENSED ARTICLES through any DISTRIBUTOR, at OWNER'S sole discretion, at any time it determines that such DISTRIBUTOR (i) has directly or indirectly sold or contributed to the sale of LICENSED ARTICLES to a party that LICENSEE knew or should have known would resell the LICENSED ARTICLES outside the LICENSED TERRITORY or the DISTRIBUTION CHANNELS, or (ii) has directly sold LICENSED ARTICLES to a party outside the LICENSED TERRITORY or the DISTRIBUTION CHANNELS. LICENSEE shall have ten (10) business days following receipt of such notice from OWNER to verify in writing to OWNER that it has ceased manufacturing LICENSED ARTICLES through such MANUFACTURER, or distributing LICENSED ARTICLES through such DISTRIBUTOR, as applicable.

### **13 TERMINATION, REMEDIES AND SELL-OFF**

**13.1 TERMINATION BY OWNER.** Without prejudice to any other rights, OWNER shall have the right to terminate this Agreement upon written notice to LICENSEE at any time if any of the following occur:

- (i) If LICENSEE shall fail to make any payment (including any payment for artwork or other allowable expenses) due hereunder or to deliver any of the statements

herein referred to, and if such default shall continue for a period of ten (10) business days after receipt of written notice of such default is sent by OWNER via email, certified or registered mail to LICENSEE.

(ii) If LICENSEE does any of the following, each shall be deemed an event of default: discontinue its business; files or has filed against it a petition in bankruptcy, reorganization or for the adoption of an arrangement under any present or future bankruptcy, reorganization or similar law (which petition is not dismissed within ninety (90) days after the filing date); makes an assignment for the benefit of its creditors or is adjudicated bankrupt, or a receiver, trustee, liquidator or sequestrator of all or substantially all of LICENSEE'S property is appointed, or any secured creditor of LICENSEE exercises or purports to exercise any right or remedy as a secured creditor with respect to any collateral consisting, in whole or in part, of any of the LICENSED ARTICLES or any of the results, products or proceeds thereof or otherwise that would hinder, impair, prevent or delay LICENSEE'S ability to timely and properly pay, perform and discharge all of its obligations and liabilities to OWNER hereunder. In any such instance, all rights of LICENSEE hereunder shall automatically terminate forthwith without notice. This Section shall be applicable if LICENSEE or its directors, officers, shareholders, partners, managers or other persons or entities having the right to do so shall take any action in contemplation of bankruptcy, reorganization, dissolution or liquidation of LICENSEE or any other action referred to hereinabove. Notwithstanding any other term or provision of this Agreement, LICENSEE shall have no right to cure any of the foregoing defaults. In the event this license is so terminated, LICENSEE, its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have no right to sell, exploit or in any way deal with any of the LICENSED ARTICLES or any carton, container, packing or wrapping material, advertising, promotional or display material pertaining thereto, except with and under the special consent and instructions of OWNER, in writing, which they shall be obligated to follow.

(iii) Notwithstanding anything to the contrary set forth herein, if LICENSEE does not maintain MINIMUM NET SALES of LICENSED ARTICLES in each annual period as further set forth in EXHIBIT 7, OWNER shall have the right to terminate this Agreement by written notice delivered to LICENSEE within one hundred and twenty (120) days after the end of any annual period in which LICENSEE shall fail to maintain such required MINIMUM NET SALES.

(iv) If for any six (6) month period LICENSEE does not distribute and sell all categories of LICENSED ARTICLES included in EXHIBIT 1 of this Agreement within the LICENSED TERRITORY with the same care and effort that it expends in distributing and selling other products of a similar nature bearing third-party trademarks and intellectual property.

(v) If OWNER or LICENSEE is ordered to withdraw, discontinue, remove, or recall any LICENSED ARTICLE from the DISTRIBUTION CHANNELS by a government or governmental agency, regulatory body, court, or the like.

(vi) If during any twelve (12) month period OWNER gives more than two (2) termination notices to LICENSEE pursuant to this Section, regardless of cure by LICENSEE.

(vii) If LICENSEE does not provide customer service with respect to the LICENSED ARTICLES at the standard required under Section 14.5 and such failure is not corrected within ten (10) business days after written notice by OWNER.

(viii) If LICENSEE fails to obtain or maintain product liability insurance in the amount and/or the type provided for under Section 10.

(ix) If LICENSEE uses the PROPERTY in an unauthorized manner, asserts rights in the PROPERTY without OWNER'S prior written consent, or if LICENSEE fails to obtain OWNER'S approval or exceeds OWNER'S approval, or ignores OWNER'S disapproval for any items created hereunder and promotes, markets, advertises, publicly uses, distributes and/or sells such items.

(x) If LICENSEE or any MANUFACTURER fails in any respect to abide by the terms and conditions set forth in SCHEDULE D.

(xi) If LICENSEE fails in any respect to abide by the provisions set forth in Section 12 herein.

(xii) If LICENSEE does not fulfill its obligation to distribute, promote and advertise the LICENSED ARTICLES as set forth under Section 14.

(xiii) If LICENSEE shall fail to perform any other material term or condition of this Agreement or otherwise materially breaches any provision herein and does not cure such failure within thirty (30) business days after written notice from OWNER.

Termination of the license under the provisions of this Section 13.1 shall be without prejudice to any rights that OWNER may otherwise have against LICENSEE. Upon the termination of the license granted herein, notwithstanding anything to the contrary herein, all ROYALTY PAYMENTS on sales theretofore made shall become immediately due and payable, no MINIMUM ROYALTIES shall be repayable, and balances owing on all MINIMUM ROYALTIES for the TERM shall be immediately due and payable. Notwithstanding any termination or expiration of this Agreement, OWNER shall have and hereby reserves all rights and remedies which it has or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the PROPERTY or the LICENSED ARTICLES.

### **13.2 INTENTIONALLY DELETED**

**13.3 SELL-OFF PERIOD.** After expiration or termination of the license under this Agreement, LICENSEE shall have no further right to manufacture, advertise, distribute,

sell, or otherwise deal in any LICENSED ARTICLES which utilize the PROPERTY, except as provided in subparts (i) and (ii).

(i) LICENSEE shall prepare a fully written inventory list and submit same to OWNER within ten (10) days of the expiration or termination of the license under this Agreement. Such list will include orders on hand, work in process, as well as finished LICENSED ARTICLES.

(ii) Upon said expiration or termination, unless the expiration or termination shall occur as a result of a violation of Sections 3, 5, 6.1, 11 or 13 hereof, LICENSEE, on a non-exclusive basis, may sell LICENSED ARTICLES which are on hand or in process at the time of such expiration or termination, for a period of ninety (90) days therefrom, provided that: (a) LICENSEE complies with the requirements of the sub-sections of Section 2 hereof titled "Non-Exclusive License," and "Limitations on License," as well as all applicable sections referenced in Section 19 hereof; (b) all payments with respect to that ninety (90) day period are made in accordance with Section 3 hereof; (c) none of such payments shall be credited towards MINIMUM ROYALTIES; and (d) LICENSEE does not market, advertise, sell, or use such LICENSED ARTICLES at prices or quantities, or in a manner or in an environment, that suggests that the LICENSED ARTICLES are second-rate, low-quality, unwanted or counterfeit products.

**13.4 TERMINATION BY LICENSEE.** Without prejudice to any other rights, LICENSEE may terminate this Agreement at any time upon sixty (60) days prior written notice to OWNER. If LICENSEE terminates this Agreement under this Section 13.4, then LICENSEE will pay to OWNER, no later than thirty (30) days after the effective date of termination, (a) all ROYALTY PAYMENTS due for sales of LICENSED ARTICLES that took place prior to the effective date of termination and (b) after taking into account the ROYALTY PAYMENTS paid under (a) above, any MINIMUM ROYALTIES LICENSEE would have been obligated to pay OWNER under this Agreement through the end of the term as set forth in EXHIBIT 6. Notwithstanding any termination or expiration of this Agreement, LICENSEE shall have and hereby reserves all rights and remedies that it has or that are granted to it by operation of law.

#### **14 DISTRIBUTION REQUIREMENTS, PROMOTION COMMITMENT, ADVERTISING, PRESS RELEASES AND CUSTOMER SERVICE**

**14.1 DISTRIBUTION REQUIREMENTS.** LICENSEE will use its best efforts to sell, distribute and supply the LICENSED ARTICLES within the LICENSED TERRITORY hereof. LICENSEE shall begin the bona fide manufacture, distribution and sale of the LICENSED ARTICLES in the LICENSED TERRITORY on or before the Distribution Start Date specified in EXHIBIT 10. LICENSEE shall make and maintain reasonable arrangements for the broadest possible distribution of LICENSED ARTICLES throughout such LICENSED TERRITORY through all regular and permitted DISTRIBUTION CHANNELS (as set forth in EXHIBIT 10). LICENSEE agrees to maintain adequate inventories of the LICENSED ARTICLES as an essential part of its distribution program.

**14.2 PROMOTION COMMITMENT.** LICENSEE shall expend for the PROMOTION COMMITMENT of the LICENSED ARTICLES during each annual period during the TERM of this Agreement the amount set forth in EXHIBIT 10 hereto. Such advertisements and promotions shall comply with the requirements set forth in Section 14.3. LICENSEE shall account in writing to OWNER for all expenditures made hereunder for purposes hereof. Permitted expenditures on advertising shall be limited to the cost of space and time in any media as well as direct production costs related thereto. Direct out-of-pocket expenditures relating to public relations or in-store seminars, promotions, displays or exhibits may also constitute expenditures permitted for the PROMOTION COMMITMENT.

**14.3 ADVERTISING.** LICENSEE shall not advertise in any publication or communications medium that could damage the goodwill of the PROPERTY in any way. Specifically, LICENSED ARTICLES shall not be placed in any illegal, vulgar, obscene, immoral, unsavory or offensive manner.

**14.4 PRESS RELEASES.** All press releases and/or public announcements by a party with respect to the subject matter of this Agreement shall be subject to prior written approval by the other party, as to content, timing and distribution of any such release. A party shall not have any rights against the other party for damages or other remedy by reason of the other party's failure or refusal to grant approval of any press release.

**14.5 CUSTOMER SERVICE.** LICENSEE recognizes and acknowledges the reputation that OWNER has for providing a high level of service to its customers. LICENSEE will make every commercially reasonable effort to provide the same high level of service to customers including the handling of all customer returns, inquiries and complaints in a timely and appropriate fashion. Any returns, inquiries or complaints concerning the LICENSED ARTICLES which are referred to OWNER will be forwarded promptly to the LICENSEE for handling. LICENSEE will exercise commercially reasonable efforts promptly to resolve any consumer complaints regarding the quality or performance of any LICENSED ARTICLE, and shall periodically report such complaints and their resolution to OWNER.

**15 NOTICES.** All notices, invoices, royalty reports and statements to be given hereunder, shall be given or made at the respective e-mail or mailing address of the parties as set in EXHIBIT 12 unless a notification of a change of address is provided. Any notice shall be sent electronically, by regular or certified mail, and shall be deemed to have been given at the time it is sent.

**15.1 NOTICE OF MANDATED RECALL OF LICENSED ARTICLES.** LICENSEE shall immediately notify OWNER in writing upon receipt of any notice received by LICENSEE, or any MANUFACTURER, ordering the withdrawal, discontinuance, removal or recall of any LICENSED ARTICLES by a government or governmental agency, a regulatory body, court or the like.



**16 FORCE MAJEURE.** Neither party shall be liable for a failure to perform any of its obligations hereunder (other than LICENSEE'S use of PROPERTY, quality control and approval obligations hereunder) when such failure is caused by or results from (i) strike, blacklisting, boycott or sanctions however incurred; (ii) acts of God, public enemies, authority of law, embargo, quarantine, riot, insurrection or war; (iii) inability to obtain raw materials; or (iv) any other cause beyond their respective control. In the event either party is unable to perform its obligations as a consequence of any of the contingencies set forth in this Section for a period of six (6) months or more, either party hereto may terminate this Agreement, which termination shall relieve each party of any liability to the other based upon such termination; however, LICENSEE shall not be released from any of its obligations to make ROYALTY PAYMENTS (including MINIMUM ROYALTIES) or any other payments to OWNER pursuant to the terms and conditions of this Agreement that were incurred up to such termination date.

**17 INTENTIONALLY DELETED**

**18 ENTIRE AGREEMENT.** This Agreement as executed by the parties hereto, including Exhibits and Schedules attached hereto and the Confidentiality Agreement, all of which are incorporated by reference, together constitutes the complete and exclusive agreement and understanding between the parties hereto and terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between OWNER and LICENSEE. None of the provisions of this Agreement can be waived or modified except in a writing signed by both parties. There are no representations, discussions, proposals, promises, agreements, warranties, covenants or undertakings, whether oral or written, other than those contained herein. Neither the tender of this Agreement by OWNER to LICENSEE nor the encashment by OWNER of LICENSEE'S LICENSING FEE shall be binding, provided in the latter case that repayment is made in a commercially prompt and reasonable manner. Only upon delivery to LICENSEE of a fully-executed agreement shall this Agreement be binding.

**19 NO JOINT VENTURE.** Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers or agents, and LICENSEE shall have no power to obligate or bind OWNER in any manner whatsoever. Nothing herein shall in any way be construed as constituting LICENSEE as a partner, agent or subsidiary of OWNER, and vice-versa and the parties shall at all times be and remain independent contractors.

**20 SURVIVAL.** Upon any expiration or termination of this Agreement, neither party shall have any obligations to the other except as set forth in Sections 2.5 ("Reservation of Rights"), 3, 4, 6.2 ("Seconds and Disposal"), 8, 9, 10, 11, 12, 13, 15, 17, 21 and 22 hereof which shall survive the termination of this Agreement, as well as the provisions of this Agreement which by their terms or by implication are to have continuing effect after the termination or expiration of this Agreement.

**21 APPLICABLE LAW AND JURISDICTION.** The terms and provisions of this Agreement shall be interpreted in accordance with and shall be governed by Federal law,

and, where not inconsistent, the Commonwealth of Virginia, without giving effect to any choice-of-law provisions or to any rule construing ambiguities against the draftsman. Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this AGREEMENT shall be as follows: if brought by LICENSEE against OWNER, in the United States Court of Federal Claims; if brought by OWNER against LICENSEE, in the United States District Court for the Eastern District of Virginia. Each party hereto consents to and waives any objection to the personal jurisdiction and venue of said courts, and, further, consents to the service of legal process in accordance with the rules of said courts.

**22 MISCELLANEOUS.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith and fair dealing. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy of an executed counterpart shall be valid and have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Matthews International Corporation:

For the United States Department of the  
Navy, by direction of the Secretary of the  
Navy:

|   |   |
|---|---|
| <p><b>REDACTED</b></p> <p><u>Signature:</u> _____</p> <p><b>REDACTED</b></p> <p><u>Name:</u> _____</p> <p><b>REDACTED</b></p> <p><u>Title:</u> _____</p> <p><u>Date:</u> 10/22/2020</p> | <p><b>FORREST.JOH</b><br/><b>N.L.JR.1228781</b><br/><b>807</b></p> <p><u>Signature:</u> _____</p> <p><b>Digitally signed by<br/>FORREST.JOHN.L.JR.1228<br/>781807<br/>Date: 2020.10.26 14:40:25<br/>-04'00'</b></p> <p><u>Name:</u> <b>JOHN FORREST</b></p> <p><u>Title:</u> <b>Intellectual Property Counsel of<br/>the Navy</b></p> <p><u>Date:</u> 26 OCTOBER 2020</p> |
|---|---|

## **TABLE OF EXHIBITS**

### **EXHIBIT 1 (SECTION 1.1: LICENSED ARTICLES)**

Bronze and aluminum seals and embroidered panels.

### **EXHIBIT 2 (SECTION 1.3: LICENSED TERRITORY)**

United States

### **EXHIBIT 3 (SECTION 2.2: TERM) (3 YEARS)**

Year 1: Execution of this agreement through December 31, 2021

Year 2: January 1, 2022 through December 31, 2022

Year 3: January 1, 2023 through December 31, 2023

### **EXHIBIT 4 (SECTION 3.1: ROYALTY RATE)**

**REDACTED**

### **EXHIBIT 5 (SECTION 3.2: LICENSING FEE)**

**REDACTED**

### **EXHIBIT 6 (SECTION 3.3: MINIMUM ROYALTY)**

**REDACTED**

All bank fees related to any payments required to be made by LICENSEE under this Agreement shall be at the sole expense of LICENSEE, so that OWNER shall receive the full amount of all payments without reduction.

### **EXHIBIT 7 (SECTION 3.4: MINIMUM NET SALES)**

**REDACTED**

## EXHIBIT 8

### Due dates for quarterly reporting

| Quarter | Royalty period                | Report due by |
|---------|-------------------------------|---------------|
| 1       | January 1 through March 31    | April 30.     |
| 2       | April 1 through June 30       | July 30.      |
| 3       | July 1 through September 30   | October 30.   |
| 4       | October 1 through December 31 | January 30.   |

ROYALTY REPORTS, to include reports of zero (0) sales, shall be submitted electronically within thirty (30) calendar days after the end of each calendar quarter. ROYALTY REPORTS submitted after the 30th calendar day may incur a \$25 late penalty, as well as a daily \$5 late fee, until such time as the report is submitted. The late fee will start accruing on the first business day after the 30th.

## EXHIBIT 9 (SECTION 10: INSURANCE)

REDACTED

## EXHIBIT 10 (SECTION 14.1: DISTRIBUTION REQUIREMENTS)

### DISTRIBUTION CHANNELS:

REDACTED

Distribution Start Date: N/A

## EXHIBIT 11 (SECTION 14.2: PROMOTION COMMITMENT)

REDACTED

## EXHIBIT 12 (SECTION 15: NOTICES)

REDACTED

**EXHIBIT 13 (SECTION 5.1: APPROVAL PROCESS)**

Trademark Licensing Office  
Office of Naval Research,  
5<sup>th</sup> Floor Suite  
875 North Randolph Street  
Arlington, Virginia 22203  
(703) 696-4002  
Attn: Nadine A. Villanueva Santiago  
Nadine.santiago@navy.mil  
Navylicensing.fct@navy.mil

Trademark Licensing Office  
Office of Naval Research,  
5<sup>th</sup> Floor Suite  
875 North Randolph Street  
Arlington, Virginia 22203  
(703) 696-6676  
Attn: Stacey Marks  
Stacey.marks@navy.mil  
Navylicensing.fct@navy.mil

**SCHEDULE A  
PROPERTY**

1. U.S. Navy Emblem(s) below is illustration only:



2. U.S. Navy recruitment logo below is illustration only:



3. U.S. Navy woodland pattern below is illustration only:



- 4. "United States Navy" ®
- 5. "U.S. Navy" ®
- 6. "NAVY" ®
- 7. "USN" ®
- 8. "HONOR, COURAGE, COMMITMENT" ®
- 9. "AMERICA'S NAVY" ®
- 10. "Not Self But Country" ®
- 11. "Non Sibi Sed Patriae"
- 12. Any of 4-11 in a blue and gold scheme
- 13. Other Navy indicators as approved by OWNER

**LICENSEE NAME:**  
**LICENSOR NAME:**  
**REPORTING PERIOD:**  
**ROYALTY RATE:**

| Sku#  | Description | Price/Unit | Net Units Sold | Gross Sales | Sales Returns/<br>Allowances | Net Sales | Total Royalties |
|-------|-------------|------------|----------------|-------------|------------------------------|-----------|-----------------|
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
|       |             |            |                | 0.00        | 0.00                         | 0.00      | 0.00            |
| TOTAL |             |            | 0              | \$0.00      | \$0.00                       | \$0.00    | \$0.00          |

\$0.00  
0.0%  
0.00  
\$0.00

Name and Title

## SCHEDULE C

### ASSIGNMENT OF COPYRIGHT

The undersigned, being authorized to bind [insert name of party owning/authoring the Work] ("Assignor"), whose address is FILL IN represent and warrant that Assignor owns, either by assignment or by operation of law, all copyright rights in the logo illustrated in Attachment A ("the Work").

In consideration for \$1, Assignor hereby assigns, and transfers to the Government of the United States of America, as represented by the Secretary of the Navy, its entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

In witness whereof, the parties have executed this Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[Assignor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



## SCHEDULE D

### STANDARDS OF MANUFACTURING PRACTICES

#### ***Overview***

In order to maintain high standards for decent and humane working conditions in the manufacturing operations of LICENSEES, OWNER has established specific guidelines for its LICENSEES and their MANUFACTURERS around the world. LICENSEE and all MANUFACTURERS shall operate in compliance with local laws and, in addition, meet the specific *Standards of Manufacturing Practices* set forth below through a monitored certification process.

OWNER believes that the following set of standards will ensure that decent and humane working conditions are provided to the employees of the factories with which LICENSEE operates and/or contracts. Where a factory is found to be in violation of the *Standards by OWNER or LICENSEE*, corrective action will be initiated and unless the violation is corrected, OWNER may require the LICENSEE to correct its own deficiencies and/or to require the LICENSEE to cease to do business with the offending factory. OWNER believes that consumers can have confidence that products manufactured in compliance with these standards are not produced under exploitative or inhumane conditions.

#### **Standards of Practice**

To mitigate risk involved in LICENSEE supply chain and manufacturing logistics and social responsibility compliance, LICENSEES and their MANUFACTURERS will need to comply with the following policy. All LICENSED ARTICLE(S) manufactured in locations that the Department of Labor's Bureau of International Labor Affairs (ILAB) has identified as risky, will be required to produce an audit or certification by an independent third-party auditors, such as Worldwide Responsible Accredited Production (WRAP) [www.wrapcompliance.org](http://www.wrapcompliance.org). The ILAB listing by product category may be found at, <http://www.dol.gov/ilab/reports/child-labor/list-of-goods/> <http://www.dol.gov/ilab/issues/forced-labor/>

#### **Forced Labor**

MANUFACTURER certifies that it does not use any forced labor - prison, indentured, bonded or otherwise.

#### **Child Labor**

1. LICENSEE and its MANUFACTURERS certify that no person shall be employed in any factory at an age younger than 15 (or 14 where the law of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.
2. In keeping with the spirit of the policies found in Executive Order 13126 of June 12, 1999, titled "Prohibition of Acquisition of Products Produced by

Forced or Indentured Child Labor," which is incorporated by reference herein, LICENSEE and its MANUFACTURERS certify that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under the LICENSE and that, on the basis of those efforts, they are unaware of any such use of child labor; and

3. LICENSEE and its MANUFACTURERS agree to cooperate fully in providing reasonable access to their records, documents, persons, or premises if reasonably requested by authorized officials of the LICENSOR, the Department of the Treasury, or the Department of Justice, for the purpose of determining whether forced or indentured child labor was used to mine, produce, or manufacture any product produced under the LICENSE.

#### **Harassment or Abuse**

MANUFACTURER certifies every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

#### **Health and Safety**

1. LICENSEE and its MANUFACTURERS certify that workers will be provided a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of MANUFACTURERS' facilities.
2. MANUFACTURING FACILITIES IN BANGLADESH: LICENSEE and its MANUFACTURERS certify that, with respect to any garments manufactured in Bangladesh under this LICENSE, it has become a signatory of or otherwise complies with applicable requirements set forth in the Accord on Fire and Building Safety in Bangladesh, which is incorporated by reference herein.

#### **Freedom of Association and Collective Bargaining**

MANUFACTURER certifies that employees' rights to freedom of association and collective bargaining will be recognized and respected.

#### **Wages and Benefits**

MANUFACTURER certifies that employees will be paid at least the minimum wage required by local law, or the prevailing industry wage, whichever is higher.

#### **Hours of Work/Overtime**

MANUFACTURER certifies that it complies with regulations concerning work hours mandated by local laws and uses overtime only when employees are compensated according to local law. MANUFACTURER further certifies that it will not allow employees to exceed the maximum number of overtime hours provided by local law.

**Benefits**

MANUFACTURER certifies that it complies with all provisions for legally-mandated benefits, including but not limited to health care; child care; sick leave; contributions for social security; life, health, worker's compensation and other insurance mandated by local law.

**Environment**

MANUFACTURER certifies that it complies with applicable country environmental regulations.

**Documentation and Inspection**

MANUFACTURER agrees to:

(A) Certify to OWNER on an annual basis in writing that each of the above-listed Standards is being met.

(B) Consent to and permit two (2) unannounced surprise inspections of each factory by OWNER's representatives each year.

(C) Maintain on file such documentation as may be needed to demonstrate compliance with this the Standards set forth in this Schedule D.

(D) Make these documents available in the English language to OWNER for audit inspection upon request.

(E) Provide employees with the opportunity to report noncompliance with workplace standards outlined herein, free from punishment or prejudice for so doing.

(F) Post the Standards set forth in this Schedule D in the language of the country of manufacture in a common area accessible by all employees.

LICENSEE:

I have read and will ensure compliance with the **Standards of Manufacturing Practices**

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE E

### MANUFACTURER'S AGREEMENT

This Manufacturer's Agreement is made by and between \_\_\_\_\_  
("Licensee") and \_\_\_\_\_ ("Manufacturer") located at  
\_\_\_\_\_.

WHEREAS, Licensee has entered into a License Agreement with the The Department of the Navy ("Owner") effective \_\_\_\_\_ for the manufacture, distribution and sale of certain products bearing certain trademarks of Owner that are identified on the attached Schedule A ("Property");

WHEREAS, Licensee desires Manufacturer to manufacture or supply materials for the manufacture of certain products bearing the Property ("Licensed Articles"), which are subject to such Agreement;

WHEREAS, pursuant to said License Agreement, all suppliers and manufacturers utilized by Licensee in the manufacture of Licensed Articles must agree to certain conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manufacturer agrees as follows:

1. Manufacturer acknowledges that all elements of the Property are the sole property of Owner and that Manufacturer's right to manufacture the Licensed Articles with the Property thereon is in all respects subject to the terms and conditions of the License Agreement. All manufacturing rights to the Licensed Articles are subject to the restrictions on the use of the Property and the termination provisions of the License Agreement. The manufacture of the Licensed Articles shall give Manufacturer no right to use the Property or to sell Licensed Articles bearing the Property beyond the term of the License Agreement. Manufacturer agrees that all uses of the Property hereunder inures solely and exclusively to the benefit of Owner and that only Owner shall have the right to apply for and obtain any intellectual property registration in the Property. Manufacturer shall not register or attempt to register any of the Property, or any name, logo, design or symbol confusingly similar thereto, in any country, or aid or abet anyone else in doing so. If Owner terminates the License Agreement, Manufacturer shall have no claim against Owner for any reason whatsoever.
2. Manufacturer shall not sell the Licensed Articles to any person or entity except Licensee. Manufacturer shall look solely to Licensee (and not to Owner) for all payments in connection with or relating to this Manufacturer's Agreement.
3. Manufacturer will conform to all local laws and customs regarding hiring practices, wage and working conditions. Manufacturer will comply with all of the provisions of Schedule D, of the Agreement, *Standards of Manufacturing Practices*, (a copy of which shall be provided to Manufacturer by Licensee upon signing hereof), including, without limitation, Owner's right to inspect Manufacturer's facilities. Under no circumstances will Manufacturer involve the production of Licensed Articles in an environment where underage labor is employed. Manufacturer will not utilize factories or production facilities that force work to be performed by unpaid laborers or those who must otherwise work against their will. Licensee will monitor Manufacturer's factories and work environment to ensure compliance with these policies and

obtain verification of compliance. If Manufacturer is found not to be in compliance with the above requirements, it will no longer be permitted to be a manufacturer of Licensed Articles.

4. Owner shall be deemed an intended third party beneficiary of this Manufacturer's Agreement and shall have the right, in its sole discretion, to enforce its provisions against Manufacturer.
5. A copy of this Manufacturer's Agreement shall be provided to Owner by Licensee.
6. In the context of this LICENSE, list the LICENSED ARTICLES, or component parts of LICENSED ARTICLES manufactured by this MANUFACTURER. If the MANUFACTURER is a decorator or company that affixes a mark please write "decorator" below.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

MANUFACTURER

LICENSEE

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date